

## **ADDENDUM**

**Some internal notes, stamps or typing on the Declaration sheet may appear. The intended use for these is internal only and may not have been a part of the policy received by the insured.**

**Policy fees, inspection fees or taxes, or additional instructional stamps may have appeared on the policy received by the insured but may not appear on this copy.**

**SIC\_POL\_XL\_50472\_0001**



SCOTTSDALE INSURANCE COMPANY®

Home Office Address:

One Nationwide Plaza • Columbus, Ohio 43215

Administrative Office:

8877 North Gainey Center Drive • Scottsdale, Arizona 85258

1-800-423-7675

A STOCK COMPANY

In Witness Whereof, the Company has caused this policy to be executed and attested.

Secretary

President

The information contained herein replaces any similar information contained elsewhere in the policy.

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DECLARATIONS	
EXCESS LIABILITY POLICY	
<b>NEW</b> Renewal of Number	SCOTTSDALE INSURANCE COMPANY® Home Office: One Nationwide Plaza - Columbus, Ohio 43215 Administrative Office: 8877 North Gainey Center Drive - Scottsdale, Arizona 85258 1-800-423-7675 A STOCK COMPANY
<b>ITEM 1. NAMED INSURED AND MAILING ADDRESS</b>  AMERICAN MANAGEMENT SERVICES, SEE SCHEDULE OF NAMED INSUREDS 4636 E MARGINAL WAY S SEATTLE WA 98134	<b>AGENT NAME AND ADDRESS</b>  MERCATOR RISK SERVICES INC 1185 AVENUE OF THE AMERICAS 36TH FL NEW YORK NY 10036
Agent No. <u>31741</u> Program No. <u>          </u>	
<b>ITEM 2. POLICY PERIOD</b>	From: <u>04-10-08</u> To: <u>04-10-09</u>
12:01 A.M. Standard Time at your mailing address.	

**ITEM 3. THE NAMED INSURED IS:** LIMITED LIABILITY COMPANY **BROKERAGE**

**ITEM 4. LIMIT OF INSURANCE:** **SPECIAL RISK**

A. Each Occurrence or Accident.....	\$ <u>25,000,000</u>
B. Annual Aggregate where applicable .....	\$ <u>25,000,000</u>

**ITEM 5. SCHEDULE OF UNDERLYING INSURANCE:**

See Schedule of Underlying Insurance

**ITEM 6. PREMIUM COMPUTATION:**

Flat Premium .....	\$ <u>368,750</u>
Subject to Adjustment:	\$ <u>          </u>
Estimated Deposit Premium.....	\$ <u>          </u>
Estimated Exposure Base: _____	\$ <u>          </u>
Rate: _____ Per: _____	\$ <u>          </u>
Policy Minimum Premium .....	\$ <u>          </u>
Audit Period: _____	\$ <u>          </u>

**ITEM 7. ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION:**

See Schedule of Forms and Endorsements

**THIS IS A TRUE AND CERTIFIED COPY**

AD 9/29/15

ELLEN P. SCHAEFER

GENERAL AGENT  
SCOTTSDALE INSURANCE COMPANY

THIS EXCESS LIABILITY DECLARATIONS WITH THE COVERAGE FORM AND ENDORSEMENTS, IF ANY,  
COMPLETE THE ABOVE NUMBERED POLICY.

XLS-D-1 (12-00)

Home Office Copy

SIC\_POL\_XL\_50472\_0003

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## SCHEDULE OF NAMED INSUREDS

Policy No. XLS0050472

Effective Date: 04-10-08

12:01 A.M., Standard Time

Named Insured AMERICAN MANAGEMENT SERVICES,

Agent No. 31741

AMERICAN MANAGEMENT SERVICES,  
LLC;

GFS RISK, LLC;

PINNACLE REALTY MANAGEMENT  
COMPANY;

REAL ESTATE MANAGEMENT  
SERVICES, LLC;

REMS, LLC;

GOODMAN REAL ESTATE, INC.;

AMERICAN MANAGEMENT SERVICES  
CENTRAL, LLC;

AMERICAN MANAGEMENT SERVICES  
EAST, LLC;

AMERICAN MANAGEMENT SERVICES  
NORTHWEST, LLC;

AMERICAN MANAGEMENT SERVICES  
WEST, LLC;

AMERICAN MANAGEMENT SERVICES  
CALIFORNIA, INC.;

PINNACLE, AN AMERICAN  
MANAGEMENT SERVICES WEST  
COMPANY;

PINNACLE, AN AMERICAN  
MANAGEMENT SERVICES CENTRAL  
COMPANY;

PINNACLE, AN AMERICAN  
MANAGEMENT SERVICES EAST  
COMPANY;

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## SCHEDULE OF NAMED INSUREDS

Policy No. XLS0050472

Effective Date: 04-10-08

12:01 A.M., Standard Time

Named Insured AMERICAN MANAGEMENT SERVICES,

Agent No. 31741

PINNACLE, AN AMERICAN  
MANAGEMENT SERVICES NORTHEAST  
COMPANY;

PINNACLE AMS DEVELOPMENT  
COMPANY;

OLYMPIC INVESTORS, LLC;

CASCADE AFFOPRDABLE, LLC

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## SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. XLS0050472

Effective Date: 04-10-08

12:01 A.M., Standard Time

Named Insured AMERICAN MANAGEMENT SERVICES,

Agent No. 31741

### UMBRELLA\EXCESS FORMS AND ENDORSEMENTS

UTS-COVPG	01-05	COVER PAGE
XLS-D-1	12-00	EXCESS LIAB DECLARATIONS
CPS-SP-1L	06-92	SCHEDULE OF NAMED INSUREDS
UTS-SP-2L	12-95	SCHEDULE OF FORMS AND ENDORSEMENTS
XLS-SP-1	07-96	SCHEDULE OF UNDERLYING INS. EXCESS LIAB.
XLS-P-2	07-96	EXCESS LIABILITY COVERAGE FORM
UTS-119G	01-00	MINIMUM EARNED CANCELLATION PREMIUM
UTS-265G	05-98	EMPLOYMENT-RELATED PRACTICES EXCL
UTS-267G	05-98	LEAD CONTAMINATION EXCLUSION
UTS-309G	01-03	TERRORISM COVERAGE
UTS-318G	03-04	SILICA EXCLUSION
UTS-9G	05-96	SERVICE OF SUIT CLAUSE
UXS-3008	01-07	CONTINUING OR ONGOING DAMAGE EXCLUSION
XLS-0160	07-96	ASBESTOS EXCL
XLS-0270	07-96	CARE, CUSTODY, OR CONTROL EXCL
XLS-0795	02-00	KNOWN INJURY OR DAMAGE EXCLUSION
XLS-1160	07-96	PROFESSIONAL LIABILITY EXCL.
XLS-1395	07-96	TOTAL POLLUTION EXCL (HOSTILE FIRE EXCP)
XLS-1420	07-96	UNIMPAIRED AGG. LIMITS ENDT. (NON CONC.)
XLS-1502	05-03	WAR LIABILITY EXCLUSION
XLS-1503WA	04-02	FUNGI OR BACTERIA EXLUSION - WASHINGTON
XLS-2309	12-02	LTD TERRORISM EXCL
XLS-2318	04-05	VIOLATION OF STATUTES THAT GOVERN E-MAIL
NOTX0145CW	05-02	NOTICE/RESTRICTION OF COVERAGE
NOTX0147WA	05-02	NOTICE TO POLHOLDERS - RES. OF COV - WA
NOTX0178CW	02-06	CLAIM REPORTING INFORMATION

UTS-SP-2L (12-95)

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 SCOTTSDALE INSURANCE COMPANY®																					
SCHEDULE OF UNDERLYING INSURANCE EXCESS LIABILITY																					
Policy No. XLS0050472	Effective Date: 04-10-08 12:01 A.M., Standard Time																				
Named Insured AMERICAN MANAGEMENT SERVICES,	Agent No. 31741																				
<b>TYPE OF COVERAGE, INSURER, POLICY NUMBER AND POLICY PERIOD</b>																					
<b>APPLICABLE LIMITS</b>																					
<table border="0"> <tr> <td>Commercial General Liability</td> <td></td> </tr> <tr> <td></td> <td style="text-align: right;">\$ 1,000,000      Each Occurrence</td> </tr> <tr> <td>Insurer's Name</td> <td></td> </tr> <tr> <td>SCOTTSDALE INSURANCE COMPANY</td> <td style="text-align: right;">\$ 1,000,000      Personal and Advertising Injury</td> </tr> <tr> <td>Policy Number</td> <td></td> </tr> <tr> <td>ON FILE WITH COMPANY</td> <td style="text-align: right;">\$ 5,000,000      General Aggregate (other than products/completed operations)</td> </tr> <tr> <td>Policy Period</td> <td></td> </tr> <tr> <td>04/10/08 TO 04/10/09</td> <td style="text-align: right;">* PER POLICY</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td style="text-align: right;">\$ 2,000,000      Products/Completed Operations Aggregate</td> </tr> </table>		Commercial General Liability			\$ 1,000,000      Each Occurrence	Insurer's Name		SCOTTSDALE INSURANCE COMPANY	\$ 1,000,000      Personal and Advertising Injury	Policy Number		ON FILE WITH COMPANY	\$ 5,000,000      General Aggregate (other than products/completed operations)	Policy Period		04/10/08 TO 04/10/09	* PER POLICY				\$ 2,000,000      Products/Completed Operations Aggregate
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XLS-SP-1 (7-96)

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SIC\_POL\_XL\_50472\_0007

## EXCESS LIABILITY COVERAGE FORM



SCOTTSDALE INSURANCE COMPANY®

Scottsdale, Arizona

(A Stock Insurance Company, herein called the Company)

VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

Throughout this policy, the words "you" and "your" refer to the "Named Insured" shown in the Declarations and any person or organization qualifying as an "Insured" in the "Underlying Insurance." "We," "us," "our" and "Company" refers to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section III) and other provisions of this Policy for such meanings.

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to all the terms, conditions, exclusions and endorsements of this Policy, the Company agrees with the "Named Insured" to provide coverage, as follows:

---

### INSURING AGREEMENTS

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#### I. COVERAGE

This Policy is excess insurance and, except as otherwise stated in this Policy, follows the terms, conditions, exclusions, definitions and endorsements of the "Underlying Insurance" described in ITEM 5. of the Declarations.

- A. We will pay on behalf of the insured those sums in excess of the "Underlying Insurance" which the insured becomes legally obligated to pay as damages arising out of an occurrence or accident during the policy period stated in ITEM 2. of the Declarations (the POLICY PERIOD).
- B. We have no other obligation or liability to pay sums or perform services, except as described in Section II, Defense and Supplementary Payments.
- C. If we are prevented by law or statute to pay on behalf of the insured, we will, in accordance with A. and B. above, indemnify the insured for those sums in excess of the "Underlying Insurance."
- D. Where any terms of this Policy conflict with any terms of the "Underlying Insurance," the terms of this Policy shall apply.

E. Settlement of any claim or suit for an amount in excess of available "Underlying Insurance" by you or any underlying insurer shall not be binding on us unless we consent in writing.

#### II. DEFENSE AND SUPPLEMENTARY PAYMENTS

- A. We will not be obligated to assume the investigation, settlement or defense of any claim made, or suit brought, or proceedings instituted against you. We will, however, have the right to participate in the investigation, settlement or defense of any suit or proceeding which relates to any occurrence or accident that we feel may create liability on our part under the terms of this Policy. We will not defend any suit after we have exhausted the applicable LIMITS OF INSURANCE as stated in ITEM 4. of the Declarations.
- B. When defense and supplementary payments of:
  - (1) Any "Underlying Insurance" reduce the limits of insurance provided by that policy, then any such expense payments made under this Policy will reduce the LIMITS OF INSURANCE provided by this Policy; or

(2) None of the "Underlying Insurance" reduce the limits of insurance provided by those policies, then any such expense payment made under this Policy will not reduce the LIMITS OF INSURANCE provided by this Policy.

C. We will only pay the following expenses:

(1) If the insured becomes legally liable for interest that accrues on a judgment after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable LIMITS OF INSURANCE, then we will pay the interest on the part of the judgment to which this Policy applies.

(2) Expenses incurred directly by this Company and at the sole discretion of this Company.

(3) Pre-judgment interest awarded against the insured on that part of the judgment we pay.

However, if we make an offer to pay the applicable LIMITS OF INSURANCE, prior to judgment, we will not pay any pre-judgment interest that accrues after our offer.

**III. DEFINITIONS**

"Underlying Insurance" means any policy or policies of insurance as listed in ITEM 5. of the Declarations including any renewal or replacement of such policies.

**IV. LIMITS OF INSURANCE**

A. The LIMITS OF INSURANCE shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

(1) Insureds;

(2) Claims made or suits brought;

(3) Persons or organizations making claims or bringing suits.

B. The Each Occurrence or Accident Limit stated in ITEM 4.A. of the Declarations is the most we will pay for damages arising out of any one occurrence or accident.

C. The Annual Aggregate stated in ITEM 4.B. of the Declarations applies in the same manner as the Aggregate Limits listed on the SCHEDULE OF

UNDERLYING INSURANCE, and when applicable, is the most we will pay for all damages under this Policy.

D. The LIMITS OF INSURANCE of this Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months starting with the beginning of the POLICY PERIOD, unless the POLICY PERIOD is extended after issuance of this Policy for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding POLICY PERIOD for purposes of determining the LIMITS OF INSURANCE.

**V. CONDITIONS**

**A. Bankruptcy or Insolvency of Underlying Insurer.**

For all purposes of this Policy, if any "Underlying Insurance" is not available or collectible because of (a) the bankruptcy or insolvency of the underlying insurer(s) providing such "Underlying Insurance," or (b) the inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy, then this Policy shall apply (and amounts payable thereunder shall be determined) as if such "Underlying Insurance" were available and collectible.

**B. Cancellation.**

(1) The first "Named Insured" may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

(2) We may cancel this Policy by mailing or delivering to the first "Named Insured" written notice of cancellation at least:

(a) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(b) 30 days before the effective date of cancellation, if we cancel for any other reason.

(3) We will mail or deliver our notice to the first "Named Insured's" last mailing address known to us.

(4) Notice of cancellation will state the effective date of cancellation and will be effective for all insureds. The POLICY PERIOD will end on that date.

- (5) If this Policy is canceled, we will send the first "Named Insured" any premium refund due. If we cancel, the premium refund will be pro rata. If the first "Named Insured" cancels, the refund will be at least 90% of the pro rata refund. The cancellation will be effective even if we have not made or offered a refund.
- (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

**C. Changes.**

This Policy, including the Declarations and any schedules and endorsements attached to the Policy, contains all the agreements between you and us concerning the insurance afforded by this Policy. The first "Named Insured" shown in the Declarations is authorized to make changes in the terms of this Policy, with our consent. This Policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this Policy.

**D. Duties in the Event of Occurrence, Accident, Claim or Suit.**

- (1) You must notify us of any occurrence or accident which may result in a claim or suit under this Policy. Notice shall include:
  - (a) How, when and where the occurrence or accident took place;
  - (b) The names and addresses of any injured persons and witnesses; and
  - (c) The nature and location of any injury or damage arising out of the occurrence or accident.
- (2) If a claim is made or suit is brought against any insured that is likely to involve this Policy, you must notify us, in writing, of the claim or suit as soon as practicable.
- (3) You and any other involved insureds must:
  - (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with any claim or suit;
  - (b) Authorize us to obtain records and other information;

- (c) Cooperate with us in the investigation, settlement or defense of any claim or suit; and
- (d) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any insured because of injury or damage to which this insurance may also apply.

- (4) No insureds will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

**E. Examination of Your Books and Records.**

We may examine and audit your books and records as they relate to this Policy at any time during the POLICY PERIOD and for up to three years afterward.

**F. Inspections and Surveys.**

We have the right, but are not obligated, to:

- (1) make inspections and surveys at any time;
- (2) give you reports on the conditions we find; and
- (3) recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And, we do not warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This Condition F. applies not only to us, but also to any rating, advisory, rate service or similar organization that makes insurance inspections, surveys, reports or recommendations.

**G. Loss Payments.**

This Policy will apply after the insured or the insured's underlying insurer has paid or has been held to pay the full amount of the underlying limits of insurance. When the amount of the loss has finally been determined, we will promptly pay on behalf of the insured the amount of loss which is covered under the terms and conditions of this Policy.

**H. Maintenance of Underlying Insurance.**

(1) You agree:

- (a) To maintain each policy listed on the SCHEDULE OF UNDERLYING INSURANCE in full force during the POLICY PERIOD.
- (b) That the limits of liability for each policy listed on the "Underlying Insurance" will not change except for reduction or exhaustion of the aggregate limits of insurance due to payments for occurrences or accidents during the POLICY PERIOD.
- (c) To renew any of the policies on the SCHEDULE OF UNDERLYING INSURANCE with limits of insurance at least equal to the expiring limits.
- (d) To notify us in writing of any material changes in the "Underlying Insurance" as respects:
  - (i) Terms, conditions, exclusions, and endorsements;
  - (ii) Coverages;
  - (iii) Termination of any coverage; or
  - (iv) Exhaustion of aggregate limits.

If you do not meet these requirements, this insurance shall apply as if the "Underlying Insurance" were available and collectible.

If any of the "Underlying Insurance" is canceled, non-renewed, or terminated, coverage under this Policy is automatically terminated on the same effective date and time.

**I. Other Insurance.**

If there is any other collectible insurance available to the insured (whether such insurance is stated to be primary, contributing, excess or contingent) that covers a loss that is also covered by this Policy, the insurance provided by this Policy will apply in excess of, and shall not contribute with, such insurance. This Condition I. does not apply to any insurance policy purchased specifically (and which is so specified in such insurance policy) to apply in excess of this Policy.

**J. Premium Computation.**

We will compute all premiums for this Policy in accordance with our rules and rates. Your premium may be flat or adjustable (subject to audit).

If the premium shown in the Declarations is indicated as a flat premium, the premium is not subject to adjustment unless there is a substantial change in type and/or scope of your operations. If there is a substantial change in your operations which results in an additional charge for your "Underlying Insurance," we have the right to charge an additional premium also.

If the premium shown in the Declarations is subject to adjustment, the deposit premium is an advance premium. At the close of each audit period or if this Policy is canceled, we will compute the earned premium. If the earned premium is more than the advance premium, you will pay us the additional premium immediately. If the earned premium is less than the advance premium, we will return the excess premium to you; however, the premium amount shown in the Declarations as the Policy Minimum Premium is the minimum amount we will retain for the POLICY PERIOD.

**K. Transfer of Rights of Recovery Against Others to Us.**

If any insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The insured must do nothing to impair these rights or the transfer thereof to us. The insured will cooperate with us and, at our request will assist in the pursuit and enforcement of those rights.

If there is any money recovered, we will disburse that money, as follows:

- (1) First, we will repay any actual payment made by the insured that is in excess of the "Underlying Insurance";
- (2) Second, we will be repaid to the extent of our actual payment; and
- (3) Third, if any money remains, the insured or any underlying insurer will be repaid to the extent of their actual payment.

If any expenses are incurred to recover money we will share the expenses with the insured or any underlying insurer in proportion to the amount that each is repaid.

If our recovery attempt is not successful, we will bear all of the recovery expenses.

#### **L. Transfer of Your Rights and Duties Under this Policy.**

Your rights and duties under this Policy may not be transferred without our prior written consent, except in the case of death of an individual "Named Insured."

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties, but only with respect to that property.

#### **VI. NUCLEAR ENERGY LIABILITY EXCLUSION**

This Policy does not apply to:

##### **A. Any injury or damage:**

- (1) With respect to which an insured under this Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
  - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
  - (b) The insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of

America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- (3) Resulting from "hazardous properties" of "nuclear material," if:

##### **(a) The "nuclear material":**

- (i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or
- (ii) Has been discharged or dispersed therefrom;

- (b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

- (c) The bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to property damage to such "nuclear facility" and any property threat.

For purposes of this Exclusion A, the term "hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "by-product material."

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

"Waste" means any waste material:

- (a) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and
- (b) Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for:
  - (i) Separating the isotopes of uranium or plutonium,
  - (ii) Processing or utilizing "spent fuel," or
  - (iii) Handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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R1B-Wed Apr 30 11:45:59 2008

 SCOTTSDALE INSURANCE COMPANY®	ENDORSEMENT NO. _____
Attached to and forming a part of Policy No. XLS0050472 Named Insured AMERICAN MANAGEMENT SERVICES,	Endorsement Effective Date 04-10-08 12:01 A.M., Standard Time Agent No. 31741

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MINIMUM EARNED CANCELLATION PREMIUM**

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than 25% of the original premium.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

UTS-119g (1-00)

Home Office Copy

**SIC\_POL\_XL\_50472\_0014**



SCOTTDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This policy does not apply to any damages to:

1. A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of damages to that person

at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE\_\_\_\_\_  
DATE

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UTS-265g (5-98)

**SIC\_POL\_XL\_50472\_0015**



SCOTTDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LEAD CONTAMINATION EXCLUSION**

This policy does not apply to:

1. Any damages arising out of the ingestion, inhalation or absorption of lead in any form.
2. Any loss, cost or expense arising out of any:
  - (a) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE\_\_\_\_\_  
DATE

UTS-267g (5-98)

**SIC\_POL\_XL\_50472\_0016**

(Page 8 of 19)

R1B-Wed Apr 30 11:45:59 2008



SCOTTSDALE INSURANCE COMPANY®

Policy No. XLS0050472 Effective Date 04-10-08

12:01 A.M. Standard Time

Named Insured AMERICAN MANAGEMENT SERVICES, Agent No. 31741

#### TERRORISM COVERAGE

In consideration of a premium of \$ 18,750, Terrorism Coverage is provided as outlined in the forms contained in this policy and included in the Schedule Of Forms and Endorsements.

UTS-3099 (1-03)

Home Office Copy

**SIC\_POL\_XL\_50472\_0017**



SCOTTDALE INSURANCE COMPANY®

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SILICA EXCLUSION**

The following exclusion is added to the policy:

This insurance does not apply to:

1. "Bodily injury," "property damage," "personal and advertising injury," medical payments or damages, whether existing prior to or occurring after the effective date of this policy, arising out of, resulting from, caused by, contributed by, exposure to or the use of silica;
2. Any damages, loss, cost or expense arising out of any:
  - a. Claim or suit by or on behalf of a governmental authority or any other alleged responsible party for damages because of:
    - (1) Assessing the presence, absence, amount or effects of silica; or
    - (2) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing,

containing, treating, detoxifying or neutralizing, abating, disposing of or mitigating silica; or

- b. Request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be responsible for 2.a.(1) or 2.a.(2) above; or
- c. Responding to silica in any way other than as described in paragraph 2.a. or 2.b. above;
3. Any supervision, removal, instructions, recommendations, warranties (expressed or implied), warnings or advice given or withheld regarding any of the paragraphs above; or
4. Any obligation to share damages with or repay someone else who must pay damages in connection with any of the paragraphs above.

We will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE\_\_\_\_\_  
DATE

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UTS-318g (3-04)

**SIC\_POL\_XL\_50472\_0018**

(Page 9 of 19)

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 SCOTTDALE INSURANCE COMPANY®	ENDORSEMENT NO._____
Attached to and forming a part of Policy No. XLS0050472 Named Insured AMERICAN MANAGEMENT SERVICES,	Endorsement Effective Date 04-10-08 12:01 A.M., Standard Time Agent No. 31741

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SERVICE OF SUIT CLAUSE**

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The officer named below is authorized and directed to accept service of process on behalf of the Company:

COMMISSIONER OF INSURANCE

PO BOX 40255

OLYMPIA, WA 98504

Having accepted service of process on behalf of the Company, the officer is authorized to mail the process or a true copy to:

RECIPIENT NOT REQUIRED

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



SCOTTDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTINUING OR ONGOING DAMAGE EXCLUSION**

The following is added to the policy:

**Continuing Or Ongoing Damage Exclusion**

This insurance does not apply to "property damage"/property damage when any of the following apply:

1. The "property damage"/property damage first occurred, began to occur or is alleged to have occurred or been in the process of occurring, to any degree, in whole or in part, prior to the inception date of this policy.
2. The "property damage"/property damage is indiscernible from other damage that is incremental, continuous or progressive damage arising from an "occurrence"/occurrence which first occurred, began to occur or is alleged to have occurred, to any degree, in whole or in part, prior to the inception date of this policy.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE\_\_\_\_\_  
DATE

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**SIC\_POL\_XL\_50472\_0020**



SCOTTDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ASBESTOS EXCLUSION**

This policy does not apply to:

- (1) Damages in any way or to any extent arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.
- (2) Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.
- (3) Any fees, fines, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE\_\_\_\_\_  
DATE

XLS-0160 (7-96)

**SIC\_POL\_XL\_50472\_0021**



SCOTTDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CARE, CUSTODY, OR CONTROL EXCLUSION**

This policy does not apply to any damages for property damage to any property:

- (1) You own, rent, lease, occupy, or use;
- (2) In your care, custody, or control; or
- (3) As to which you are for any purpose exercising physical control.

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AUTHORIZED REPRESENTATIVE

DATE

XLS-0270 (7-96)

**SIC\_POL\_XL\_50472\_0022**



SCOTTDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**KNOWN INJURY OR DAMAGE EXCLUSION**

This policy does not apply to any injury or damage arising out of an occurrence, offense, or accident which was known to any "insured" prior to the policy period.

For the purposes of this exclusion, injury or damage is known if, prior to the policy period, any "insured" authorized by you to give or receive notice of an occurrence, offense or accident knew that the injury or damage had occurred, in whole or in part.

If such "insured" knew, prior to the policy period, that the injury or damage occurred, then any continuation, change or resumption of such injury or damage during or after the policy period will be deemed to have been known prior to the policy period.

\_\_\_\_\_  
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XLS-0795 (2-00)

**SIC\_POL\_XL\_50472\_0023**

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 SCOTTSDALE INSURANCE COMPANY®	ENDORSEMENT NO. _____
Attached to and forming a part of Policy No. XLS0050472 Named Insured AMERICAN MANAGEMENT SERVICES,	Endorsement Effective Date 04-10-08 12:01 A.M., Standard Time Agent No. 31741

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROFESSIONAL LIABILITY EXCLUSION**

With respect to any professional liability services shown in the Schedule below, this policy does not apply to any damages arising out of the rendering or failure to render any professional service.

Description of Professional Services:

**ALL PROFESSIONAL SERVICES OF ANY INSURED**

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

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SCOTTDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL POLLUTION EXCLUSION  
(HOSTILE FIRE EXCEPTION)**

This policy does not apply to:

(1) Any damages which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

Paragraph (1) does not apply to damages arising out of heat, smoke, or fumes from a hostile fire:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any "insured."

(b) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations if the pollutants are brought on or to the premises, site or location in connection with such operations by such "insured," contractor or subcontractor.

A hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous, thermal or sonic irritant or contaminant, or toxic substances, including but not limited to, smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

\_\_\_\_\_  
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**ENDORSEMENT  
NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNIMPAIRED AGGREGATE LIMITS ENDORSEMENT  
(NON CONCURRENCY)**

You agree that the underlying aggregate limits, as shown in the SCHEDULE OF UNDERLYING INSURANCE, shall be unimpaired at the effective date of this policy and, for the purpose of this insurance, only occurrences or accidents happening during the term of this policy (the POLICY PERIOD) shall be considered in determining the extent of any exhaustion of the underlying aggregate limits.

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 AUTHORIZED REPRESENTATIVE
DATE /



SCOTTDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAR LIABILITY EXCLUSION**

The following exclusion is added to the policy:

**WAR EXCLUSION**

This policy does not apply to:

Any injury or damage, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an

actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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XLS-1502 (5-03)

**SIC\_POL\_XL\_50472\_0027**



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**ENDORSEMENT  
NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FUNGI OR BACTERIA EXCLUSION—WASHINGTON**

The following exclusion is added to the policy:

**FUNGI OR BACTERIA EXCLUSION**

This policy does not apply to:

- a. Any injury or damage which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way

responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

The following definition is added to section III. **DEFINITIONS:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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XLS-1503-WA (4-02)

**SIC\_POL\_XL\_50472\_0028**



SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT  
NO.**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF  
TERRORISM); CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

1. The following **Exclusion** is added:

**TERRORISM**

This policy does not apply to:

"Any injury or damage" arising directly or indirectly, out of an "other act of terrorism." However, this exclusion applies only when one or more of the following are attributed to such act:

- a. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- b. Fifty (50) or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - (1) Physical injury that involves a substantial risk of death; or
  - (2) Protracted and obvious physical disfigurement; or
  - (3) Protracted loss of or impairment of the function of a bodily member or organ; or
- c. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- d. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- e. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Item 1.a. and b. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

2. In the event of an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this policy.

3. The following condition is added to Paragraph G. **Loss Payments** of Section V. **CONDITIONS**:

With respect to any one or more "certified acts of terrorism," we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

4. For purposes of this endorsement, the following definitions are added to Section III. **DEFINITIONS**:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002.

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The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism."

- a. The act resulted in aggregate losses in excess of \$5 million; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is

not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. However, "other act of terrorism" does not include an act which meets the criteria set forth in Item 4.b. of the definition of "certified act of terrorism" when such act resulted in aggregate losses of \$5 million or less. Multiple incidents of an "other act of terrorism" which occur within a seventy-two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

"Any injury or damage" means any injury or damage covered under any policy or underlying insurance to which this endorsement is applicable, and includes but is not limited to bodily injury, property damage, personal and advertising injury, injury or environmental damage as may be defined in any applicable policy or underlying insurance.

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**ENDORSEMENT  
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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR  
OTHER METHODS OF SENDING MATERIAL OR INFORMATION EXCLUSION**

This insurance does not apply to any damages arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

\_\_\_\_\_  
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XLS-2318 (4-05)

**SIC\_POL\_XL\_50472\_0031**

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SCOTTSDALE INSURANCE COMPANY®

National Casualty Company  
Scottdale Indemnity Company

**SCOTTSDALE**  
SURPLUS LINES INSURANCE COMPANY

**NOTICE TO POLICYHOLDERS  
RESTRICTIONS OF COVERAGE**

This notice has been prepared in conjunction with the implementation of changes to your policy on the following form. It contains a brief synopsis of any significant broadenings, restrictions and clarifications of coverage that were made in the policy form and endorsement.

Please read your policy, and the endorsements attached to your policy, carefully.

**XL-1502 (4-02) [XLS-1502 (4-02), XLI-1502 (4-02), XLH-1502 (4-02)] - War Or Terrorism Exclusion**

**XL-1502-AK (5-02) [XLS-1502-AK (5-02)] - War Or Terrorism Exclusion - Alaska**

When this endorsement is attached to your policy:

- Coverage for injury or damages arising out of war, warlike action and similar events is excluded.
- Coverage for injury or damages arising out of terrorism is excluded only if:
  - The total of all damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from a terrorism incident exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
  - Fifty or more persons sustain death or serious physical injury; or  
(In applying the thresholds for property damage [\$25 million] and death or serious physical injury [50 or more persons], multiple incidents of terrorism which occur within a seventy-two hour period and appear to be linked together or have a related purpose or common leadership behind them shall be considered to be one incident of terrorism.)
  - The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
  - The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.
- In forms **XL-1502-AK** and **XLS-1502-AK** (Alaska), if "bodily injury" or "property damage" is caused by a chain of events, and the dominant cause of such "bodily injury" or "property damage" is not otherwise excluded, we will not deny coverage on the basis that a secondary cause of the "bodily injury" or "property damage" is excluded under this insurance.

See the definition of "terrorism" for purposes of the "terrorism" exclusion.

NOTX0145CW (5-02)

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**SIC\_POL\_XL\_50472\_0032**

(Page 12 of 19)

R1B-Wed Apr 30 11:45:59 2008



SCOTTSDALE INSURANCE COMPANY®

National Casualty Company

**NOTICE TO POLICYHOLDERS  
RESTRICTIONS OF COVERAGE - WASHINGTON**

This notice has been prepared in conjunction with the implementation of changes to your policy on the following forms. It contains a brief synopsis of any significant restrictions and clarifications of coverage that were made in each policy form and endorsement.

Please read your policy, and the endorsements attached to your policy, carefully.

**CU 26 77 - Washington - Fungi or Bacteria Exclusion (Commercial Liability Umbrella)**

When this endorsement is attached to your policy:

- Coverage is restricted to exclude bodily injury or property damage arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure.
- Coverage is clarified to exclude personal and advertising injury arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure.
- Coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.

**XL-1503-WA - Fungi or Bacteria Exclusion - Washington (Excess Liability)**

When this endorsement is attached to your policy:

- Coverage is restricted to exclude injury or damages arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure.
- Coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.

NOTX0147WA (5-02)

Home Office Copy

**SIC\_POL\_XL\_50472\_0033**



SCOTTDALE INSURANCE COMPANY®

**National Casualty Company**

Scottdale Indemnity Company

**SCOTTDALE**  
SURPLUS LINES INSURANCE COMPANY

**CLAIM REPORTING  
INFORMATION**

Your insurance policy has been placed with the Scottdale Insurance Group, a subsidiary of the Nationwide Insurance Company. The Scottdale Insurance Group is a reliable, service-oriented group of companies that will help protect you against certain losses.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact the Scottdale Insurance Group 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our Web site at [www.scottdaleins.com](http://www.scottdaleins.com).

Thank you for your business and as always, we appreciate the opportunity to serve you.

**HOW TO REPORT A CLAIM**

Call 1-800-423-7675 or visit our Web site at [www.scottdaleins.com](http://www.scottdaleins.com)

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/accident
- Details of the loss/accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

**Please refer to your policy for specific claim reporting requirements.**